

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

IMELDA APARICIO, individually ) CASE NO. 2:18-cv-06312-AB-KS  
and on behalf of all others similarly )  
situated, )  
Plaintiffs, )  
v. )  
 )  
USCB, INC., and DOES 1-10, )  
inclusive, )  
Defendant )  
 )  
 )

## 1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to

1 enter the following Stipulated Protective Order. The parties acknowledge that this  
2 Order does not confer blanket protections on all disclosures or responses to  
3 discovery and that the protection it affords from public disclosure and use extends  
4 only to the limited information or items that are entitled to confidential treatment  
5 under the applicable legal principles. The parties further acknowledge, as set forth  
6 in Section 12.3, below, that this Stipulated Protective Order does not entitle them  
7 to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
8 procedures that must be followed and the standards that will be applied when a  
9 party seeks permission from the court to file material under seal.

10 **B. GOOD CAUSE STATEMENT**

11 This action is likely to involve trade secrets, confidential and proprietary  
12 policy and procedure information and other valuable research, development,  
13 commercial, financial, technical and/or proprietary information and private and  
14 sensitive financial information of alleged putative class members (likely debtors).  
15 In particular production of documents in this case will involve production of  
16 confidential medical information of third parties (allegedly class members). In this  
17 regard, special protection from public disclosure and from use for any purpose  
18 other than prosecution of this action is warranted. Such confidential and  
19 proprietary materials and information consist of, among other things, confidential  
20 business or financial information, information regarding confidential business  
21 practices, or other confidential research, development, or commercial information  
22 (including information implicating privacy rights of third parties), information  
23 otherwise generally unavailable to the public, or which may be privileged or  
24 otherwise protected from disclosure under state or federal statutes, court rules, case  
25 decisions, or common law. Accordingly, to expedite the flow of information, to  
26 facilitate the prompt resolution of disputes over confidentiality of discovery  
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1 materials, to adequately protect information the parties are entitled to keep  
2 confidential, to ensure that the parties are permitted reasonable necessary uses of  
3 such material in preparation for and in the conduct of trial, to address their  
4 handling at the end of the litigation, and serve the ends of justice, a protective order  
5 for such information is justified in this matter. It is the intent of the parties that  
6 information will not be designated as confidential for tactical reasons and that  
7 nothing be so designated without a good faith belief that it has been maintained in  
8 a confidential, non-public manner, and there is good cause why it should not be  
9 part of the public record of this case.

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12 2. DEFINITIONS

13 2.1 Action: this pending federal lawsuit.

14 2.2 Challenging Party: a Party or Non-Party that challenges the  
15 designation of information or items under this Order.

16 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
17 how it is generated, stored or maintained) or tangible things that qualify for  
18 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
19 the Good Cause Statement.

20 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
21 their support staff).

22 2.5 Designating Party: a Party or Non-Party that designates information  
23 or items that it produces in disclosures or in responses to discovery as  
24 “CONFIDENTIAL.”

25 2.6 Disclosure or Discovery Material: all items or information, regardless  
26 of the medium or manner in which it is generated, stored, or maintained (including,  
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1 among other things, testimony, transcripts, and tangible things), that are produced  
2 or generated in disclosures or responses to discovery in this matter.

3       2.7    Expert: a person with specialized knowledge or experience in a  
4 matter pertinent to the litigation who has been retained by a Party or its counsel to  
5 serve as an expert witness or as a consultant in this Action.

6       2.8    House Counsel: attorneys who are employees of a party to this  
7 Action. House Counsel does not include Outside Counsel of Record or any other  
8 outside counsel.

9       2.9    Non-Party: any natural person, partnership, corporation, association  
10 or other legal entity not named as a Party to this action.

11       2.10   Outside Counsel of Record: attorneys who are not employees of a  
12 party to this Action but are retained to represent or advise a party to this Action  
13 and have appeared in this Action on behalf of that party or are affiliated with a law  
14 firm that has appeared on behalf of that party, and includes support staff.

15       2.11   Party: any party to this Action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and their  
17 support staffs).

18       2.12   Producing Party: a Party or Non-Party that produces Disclosure or  
19 Discovery Material in this Action.

20       2.13   Professional Vendors: persons or entities that provide litigation  
21 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
23 and their employees and subcontractors.

24       2.14   Protected Material: any Disclosure or Discovery Material that is  
25 designated as “CONFIDENTIAL.”

26       2.15   Receiving Party: a Party that receives Disclosure or Discovery

1 Material from a Producing Party.

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3. **SCOPE**

4 The protections conferred by this Stipulation and Order cover not only  
5 Protected Material (as defined above), but also (1) any information copied or  
6 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
7 compilations of Protected Material; and (3) any testimony, conversations, or  
8 presentations by Parties or their Counsel that might reveal Protected Material.

9 Any use of Protected Material at trial shall be governed by the orders of the  
10 trial judge. This Order does not govern the use of Protected Material at trial.

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12 4. **DURATION**

13 Once a case proceeds to trial, all of the  
14 information that was designated as confidential or maintained pursuant to this  
15 protective order becomes public and will be presumptively available to all  
16 members of the public, including the press, unless compelling reasons supported  
17 by specific factual findings to proceed otherwise are made to the trial judge in  
18 advance of the trial. *See Kamakana v. City and County of Honolulu*, 447 F.3d  
19 1172, 1180-81 (9<sup>th</sup> Cir. 2006) (distinguishing “good cause” showing for sealing  
20 documents produced in discovery from “compelling reasons” standard when  
21 merits-related documents are part of court record). Accordingly, the terms of this  
22 protective order do not extend beyond the commencement of the trial.

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25 5. **DESIGNATING PROTECTED MATERIAL**

26 5.1 **Exercise of Restraint and Care in Designating Material for Protection.**

27 Each Party or Non-Party that designates information or items for protection under

1 this Order must take care to limit any such designation to specific material that  
2 qualifies under the appropriate standards. The Designating Party must designate  
3 for protection only those parts of material, documents, items or oral or written  
4 communications that qualify so that other portions of the material, documents,  
5 items or communications for which protection is not warranted are not swept  
6 unjustifiably within the ambit of this Order.

7 Mass, indiscriminate or routinized designations are prohibited. Designations  
8 that are shown to be clearly unjustified or that have been made for an improper  
9 purpose (e.g., to unnecessarily encumber the case development process or to  
10 impose unnecessary expenses and burdens on other parties) may expose the  
11 Designating Party to sanctions.

12 If it comes to a Designating Party's attention that information or items that it  
13 designated for protection do not qualify for protection, that Designating Party must  
14 promptly notify all other Parties that it is withdrawing the inapplicable designation.

15 **5.2 Manner and Timing of Designations**. Except as otherwise provided in  
16 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
17 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
18 under this Order must be clearly so designated before the material is disclosed or  
19 produced.

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (e.g., paper or electronic  
22 documents, but excluding transcripts of depositions or other pretrial or trial  
23 proceedings), that the Producing Party affix at a minimum, the legend  
24 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
25 contains protected material. If only a portion of the material on a page qualifies for  
26 protection, the Producing Party also must clearly identify the protected portion(s)  
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1 (e.g., by making appropriate markings in the margins).

2       A Party or Non-Party that makes original documents available for inspection  
3 need not designate them for protection until after the inspecting Party has indicated  
4 which documents it would like copied and produced. During the inspection and  
5 before the designation, all of the material made available for inspection shall be  
6 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
7 documents it wants copied and produced, the Producing Party must determine  
8 which documents, or portions thereof, qualify for protection under this Order.  
9 Then, before producing the specified documents, the Producing Party must affix  
10 the “CONFIDENTIAL legend” to each page that contains Protected Material. If  
11 only a portion of the material on a page qualifies for protection, the Producing  
12 Party also must clearly identify the protected portion(s) (e.g., by making  
13 appropriate markings in the margins).

14           (b) for testimony given in depositions that the Designating Party  
15 identifies the Disclosure or Discovery Material on the record, before the close of  
16 the deposition all protected testimony.

17           (c) for information produced in some form other than documentary and  
18 for any other tangible items, that the Producing Party affix in a prominent place on  
19 the exterior of the container or containers in which the information is stored the  
20 legend “CONFIDENTIAL.” If only a portion or portions of the information  
21 warrants protection, the Producing Party, to the extent practicable, shall identify  
22 the protected portion(s).

23       5.3    Inadvertent Failures to Designate. If timely corrected, an inadvertent  
24 failure to designate qualified information or items does not, standing alone, waive  
25 the Designating Party’s right to secure protection under this Order for such  
26 material. Upon timely correction of a designation, the Receiving Party must make  
27 reasonable efforts to assure that the material is treated in accordance with the  
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1 provisions of this Order.  
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3 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4       6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
5 designation of confidentiality at any time that is consistent with the Court's  
6 Scheduling Order.

7       6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
8 resolution process under Local Rule 37.1 et seq.

9       6.3 The burden of persuasion in any such challenge proceeding shall be  
10 on the Designating Party. Frivolous challenges, and those made for an improper  
11 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
12 parties) may expose the Challenging Party to sanctions. Unless the Designating  
13 Party has waived or withdrawn the confidentiality designation, all parties shall  
14 continue to afford the material in question the level of protection to which it is  
15 entitled under the Producing Party's designation until the Court rules on the  
16 challenge.  
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19 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

20       7.1 Basic Principles. A Receiving Party may use Protected Material that  
21 is disclosed or produced by another Party or by a Non-Party in connection with this  
22 Action only for prosecuting, defending or attempting to settle this Action. Such  
23 Protected Material may be disclosed only to the categories of persons and under  
24 the conditions described in this Order. When the Action has been terminated, a  
25 Receiving Party must comply with the provisions of section 13 below (FINAL  
26 DISPOSITION).

27       Protected Material must be stored and maintained by a Receiving Party at a  
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1 location and in a secure manner that ensures that access is limited to the persons  
2 authorized under this Order.

3       7.2    Disclosure of “CONFIDENTIAL” Information or Items. Unless  
4 otherwise ordered by the court or permitted in writing by the Designating Party, a  
5 Receiving Party may disclose any information or item designated  
6 “CONFIDENTIAL” only to:

7           (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
8 well as employees of said Outside Counsel of Record to whom it is reasonably  
9 necessary to disclose the information for this Action;

10           (b) the officers, directors, and employees (including House Counsel) of  
11 the Receiving Party to whom disclosure is reasonably necessary for this Action;

12           (c) Experts (as defined in this Order) of the Receiving Party to whom  
13 disclosure is reasonably necessary for this Action and who have signed the  
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15           (d) the court and its personnel;

16           (e) court reporters and their staff;

17           (f) professional jury or trial consultants, mock jurors, and Professional  
18 Vendors to whom disclosure is reasonably necessary for this Action and who have  
19 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20           (g) the author or recipient of a document containing the information or a  
21 custodian or other person who otherwise possessed or knew the information;

22           (h) during their depositions, witnesses, and attorneys for witnesses, in  
23 the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
24 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)  
25 they will not be permitted to keep any confidential information unless they sign the  
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
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1 agreed by the Designating Party or ordered by the court. Pages of transcribed  
2 deposition testimony or exhibits to depositions that reveal Protected Material may  
3 be separately bound by the court reporter and may not be disclosed to anyone  
4 except as permitted under this Stipulated Protective Order; and

5 (i) any mediator or settlement officer, and their supporting personnel,  
6 mutually agreed upon by any of the parties engaged in settlement discussions.

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8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
9 IN OTHER LITIGATION

10 If a Party is served with a subpoena or a court order issued in other litigation  
11 that compels disclosure of any information or items designated in this Action as  
12 “CONFIDENTIAL,” that Party must:

13 (a) promptly notify in writing the Designating Party. Such notification  
14 shall include a copy of the subpoena or court order;

15 (b) promptly notify in writing the party who caused the subpoena or  
16 order to issue in the other litigation that some or all of the material covered by the  
17 subpoena or order is subject to this Protective Order. Such notification shall  
18 include a copy of this Stipulated Protective Order; and

19 (c) cooperate with respect to all reasonable procedures sought to be  
20 pursued by the Designating Party whose Protected Material may be affected.

21 If the Designating Party timely seeks a protective order, the Party served  
22 with the subpoena or court order shall not produce any information designated in  
23 this action as “CONFIDENTIAL” before a determination by the court from which  
24 the subpoena or order issued, unless the Party has obtained the Designating Party’s  
25 permission. The Designating Party shall bear the burden and expense of seeking  
26 protection in that court of its confidential material and nothing in these provisions  
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1 should be construed as authorizing or encouraging a Receiving Party in this Action  
2 to disobey a lawful directive from another court.

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4 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
5 **PRODUCED IN THIS LITIGATION**

6 (a) The terms of this Order are applicable to information produced by a  
7 Non-Party in this Action and designated as "CONFIDENTIAL." Such information  
8 produced by Non-Parties in connection with this litigation is protected by the  
9 remedies and relief provided by this Order. Nothing in these provisions should be  
10 construed as prohibiting a Non-Party from seeking additional protections.

11 (b) In the event that a Party is required, by a valid discovery request, to  
12 produce a Non-Party's confidential information in its possession, and the Party is  
13 subject to an agreement with the Non-Party not to produce the Non-Party's  
14 confidential information, then the Party shall:

15 (1) promptly notify in writing the Requesting Party and the Non-  
16 Party that some or all of the information requested is subject to a confidentiality  
17 agreement with a Non-Party;

18 (2) promptly provide the Non-Party with a copy of the Stipulated  
19 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
20 specific description of the information requested; and

21 (3) make the information requested available for inspection by the  
22 Non-Party, if requested.

23 (c) If the Non-Party fails to seek a protective order from this court within  
24 14 days of receiving the notice and accompanying information, the Receiving  
25 Party may produce the Non-Party's confidential information responsive to the  
26 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
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1 Party shall not produce any information in its possession or control that is subject  
2 to the confidentiality agreement with the Non-Party before a determination by the  
3 court. Absent a court order to the contrary, the Non-Party shall bear the burden  
4 and expense of seeking protection in this court of its Protected Material.

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6 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

7 If a Receiving Party learns that, by inadvertence or otherwise, it has  
8 disclosed Protected Material to any person or in any circumstance not authorized  
9 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
10 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
11 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
12 the person or persons to whom unauthorized disclosures were made of all the terms  
13 of this Order, and (d) request such person or persons to execute the  
14 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
15 A.

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17 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
18 **PROTECTED MATERIAL**

19 When a Producing Party gives notice to Receiving Parties that certain  
20 inadvertently produced material is subject to a claim of privilege or other  
21 protection, the obligations of the Receiving Parties are those set forth in Federal  
22 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
23 whatever procedure may be established in an e-discovery order that provides for  
24 production without prior privilege review. Pursuant to Federal Rule of Evidence  
25 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
26 of a communication or information covered by the attorney-client privilege or  
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1 work product protection, the parties may incorporate their agreement in the  
2 stipulated protective order submitted to the court.

3 If a Producing Party inadvertently discloses information in connection with  
4 the pending litigation to another Party that the Producing Party thereafter claims to  
5 be privileged or protected by the attorney-client privilege or attorney work product  
6 protection (“Disclosed Protected Information”), the disclosure of the Disclosed  
7 Protected Information shall not constitute or be deemed a waiver or forfeiture of  
8 any claim of privilege or work product protection that the Producing Party would  
9 otherwise be entitled to assert with respect to the Disclosed Protected Information  
10 and its subject matter in this proceeding or in any other federal or state proceeding.  
11 A Producing Party may assert in writing attorney-client privilege or work product  
12 protection with respect to Disclosed Protected Information. The Receiving Party  
13 must—unless it contests the claim of attorney-client privilege or work product  
14 protection—within five business days of receipt of that writing, (i) return or  
15 destroy all copies of the Disclosed Protected Information, and (ii) provide a  
16 certification of counsel that all of the Disclosed Protected Information has been  
17 returned or destroyed.

18 If the Receiving Party contests the claim of attorney-client privilege, within five  
19 business days after assertion of attorney-client privilege or work product protection  
20 with respect to Disclosed Protected Information, the Producing Party must produce  
21 a privilege log with respect to the Disclosed Protected Information.

22 If the Receiving Party still contests the claim of attorney-client privilege  
23 after receipt of the privilege log, the Receiving Party must then—within five  
24 business days of receipt of the privilege log—initiate the dispute resolution  
25 process under Local Rule 37.1 et seq. to move the Court for an Order compelling  
26 disclosure of the information claimed as not privileged (a “Disclosure Motion”).  
27 The Receiving Party must seek to file the Disclosure Motion under seal and it must  
28 not assert as a ground for compelling disclosure the fact or circumstances of the

1 disclosure. Pending resolution of the Disclosure Motion, the Receiving Party must  
2 not use the challenged information in any way or disclose it to any person other  
3 than those required by law to be served with a copy of the sealed Disclosure  
4 Motion. The parties may stipulate to extend the contemplated time periods set  
5 forth in this Paragraph.

6 **12. MISCELLANEOUS**

7       12.1 Right to Further Relief. Nothing in this Order abridges the right of  
8 any person to seek its modification by the Court in the future.

9       12.2 Right to Assert Other Objections. By stipulating to the entry of this  
10 Protective Order, no Party waives any right it otherwise would have to object to  
11 disclosing or producing any information or item on any ground not addressed in  
12 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
13 any ground to use in evidence of any of the material covered by this Protective  
14 Order.

15       12.3 Filing Protected Material. A Party that seeks to file under seal any  
16 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
17 may only be filed under seal pursuant to a court order authorizing the sealing of the  
18 specific Protected Material at issue. If a Party's request to file Protected Material  
19 under seal is denied by the court, then the Receiving Party may file the information  
20 in the public record unless otherwise instructed by the court.

22       13. **FINAL DISPOSITION**

24       After the final disposition of this Action, as defined in paragraph 4, within  
25 60 days of a written request by the Designating Party, each Receiving Party must  
26 return all Protected Material to the Producing Party or destroy such material. As  
27 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
28 compilations, summaries, and any other format reproducing or capturing any of the

1 Protected Material. Whether the Protected Material is returned or destroyed, the  
2 Receiving Party must submit a written certification to the Producing Party (and, if  
3 not the same person or entity, to the Designating Party) by the 60 day deadline that  
4 (1) identifies (by category, where appropriate) all the Protected Material that was  
5 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
6 copies, abstracts, compilations, summaries or any other format reproducing or  
7 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
8 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
9 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
10 and trial exhibits, expert reports, attorney work product, and consultant and expert  
11 work product, even if such materials contain Protected Material. Any such  
12 archival copies that contain or constitute Protected Material remain subject to this  
13 Protective Order as set forth in Section 4 (DURATION).

14. VIOLATION

15 Any violation of this Order may be punished by appropriate measures including,  
16 without limitation, contempt proceedings and/or monetary sanctions.

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
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3 DATED March 27, 2019  
4  
5 /s/ Todd M. Friedman  
6 Todd M. Friedman  
7 Attorneys for Plaintiff  
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9 DATED: March 27, 2019  
10  
11 /s/ David J. Kaminski  
12 David J. Kaminski  
13  
14 Attorneys for Defendant  
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16 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.  
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18 DATED: March 28, 2019  
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21 KAREN L. STEVENSON  
22 United States Magistrate Judge  
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EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
[print or type full address], declare under penalty of perjury that I have read in its entirety  
and understand the Stipulated Protective Order that was issued by the United States  
District Court for the Central District of California on [date] in the case of \_\_\_\_\_  
*Imelda Aparicio v. USCB, Inc.* Case No. **2:18-cv-06312-AB-KSI** agree to comply with  
and to be bound by all the terms of this Stipulated Protective Order and I understand and  
acknowledge that failure to so comply could expose me to sanctions and punishment in  
the nature of contempt. I solemnly promise that I will not disclose in any manner any  
information or item that is subject to this Stipulated Protective Order to any person or  
entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint [print or type full name] of

[print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name:

Signature: